

**EASTERN OKLAHOMA COUNTY  
MEDICAL AUTHORITY  
BID DOCUMENT**



**SAINTS FAMILY HEALTH CENTER EAST  
15679 N.E. 23<sup>rd</sup> Street  
Choctaw, OK 73020  
CARPET REPLACEMENT**

# **BID OPENING: SEPTEMBER 8, 2009**

# **BID AWARD: SEPTEMBER 15, 2009**

## **PURPOSE**

The work to be performed under this request consists of furnishing labor and materials for the replacement of the Saints Family Health Center East carpet due to age from wear and tear.

## **BID INFORMATION**

### A. Project Coordinators

1. Robert L. Floyd, General Manager, EOC Medical Authority,  
[citymanager@choctawcity.org](mailto:citymanager@choctawcity.org)
  - Phone: 405.390.8198 Fax: 405.390.8607
2. Steve Powell, Vice-President Operations, Health*first* Physician Management Services, [steve\\_powell@ssmhc.com](mailto:steve_powell@ssmhc.com)
  - Phone: 405.272-7146 Fax: 405.272.7937

### B. Bid Schedule and Requirements

1. Bid Due Date and Time of Opening: All bids shall be submitted prior to **September 8, 2009, 4:30 p.m.**
  - a. Bids received after the time set for opening of bids will not be considered and will be returned unopened. Also, bids received more than ninety-six (96) hours prior to the time set for opening, excluding Saturdays, Sundays and holidays will not be considered. Bids may be filed with the General Manager's office up to 4:30 p.m. at least one (1) week prior to the Board's meeting on **September 15, 2009, 7 p.m.**
  - b. Proposals shall be sealed in an envelope with the words "**Sealed Bid – Health Center Carpet Replacement**" on the front of the envelope. **All bids shall be submitted to: Eastern Oklahoma County Medical Authority, c/o City of Choctaw, 2500 North Choctaw Road, P.O. Box 567, Choctaw, OK 73020.**

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- c. All bid submittals must be made on the proposal forms furnished in this document and must be in accordance with any instructions stated in this document.
  - d. All work will be awarded as a single contract to the lowest responsible bidder.
2. **Bid Opening:** All bids received during the submittal period will be opened and evaluated for recommendation prior to the EOC Medical Authority Board of Trustees' meeting on Tuesday, September 15, 2009 at 7 p.m.
3. **Bid Award:** Unless otherwise announced, bid award will take place at a meeting of the Board of Trustees on or before **September 15, 2009**.

C. Acceptance and Rejection of Proposals

- 1. The Eastern Oklahoma County Medical Authority reserves the right to reject any or all proposals and to cancel this bid document at any time.
- 2. The Eastern Oklahoma County Medical Authority reserves the right to waive immaterial defects and minor irregularities in this request.
- 3. The Eastern Oklahoma County Medical Authority reserves the right of evaluation and the right to determine the methodology for evaluation of the proposals to determine which is the best proposal and to accept the proposal (or proposals) deemed to be in the best interest of the Authority, i.e., the most qualified proposal will not necessarily be the proposal of lowest cost. The Eastern Oklahoma County Medical Authority reserves the right to award the bid to any vendor or combination of vendors. The Eastern Oklahoma County Medical Authority reserves the right to negotiate with any Bidder as necessary to serve the best interests of the Authority.
- 4. The issuance of this bid document does not constitute a commitment by the Eastern Oklahoma County Medical Authority to enter into a contract for the completion of this project or to pay any costs incurred by any Bidder in the preparation of their response to this bid document.
- 5. All proposals will become the property of the Eastern Oklahoma County Medical Authority and subject to open records laws. The Authority reserves the right to make use of any information or ideas in the proposals.
- 6. Attention is called to the requirement that the successful Bidder must comply with all local, state, and federal laws, regulations and policies applicable to this request unless specifically excluded herein.
- 7. Bidder should carefully examine the specifications and fully inform themselves as to all conditions and matters on site, which can in any way affect the work or the costs thereof. Should a Bidder find discrepancies in, or omissions from the bid

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document, specifications or other documents, or should be in doubt as to their meanings, he should at once notify the Eastern Oklahoma County Medical Authority project coordinators and obtain clarification prior to submitting any proposal.

8. **No pre-bid conference will be required. However, it is recommended that all bidders make site visits to familiarize themselves with the nature and location of the work to be performed before submitting bids.**
9. Proposals will be reviewed and evaluated by Eastern Oklahoma County Medical Authority project coordinators, which will then make recommendations to the Board of Trustees of the Authority.
10. Proposals received after the due date and time will not be accepted. Also, bids received more than ninety-six (96) hours prior to the time set for opening, excluding Saturdays, Sundays and holidays will not be considered.
11. It is the responsibility of the bidder to ensure their bid is received in time. No consideration will be given to postal or other delays. Bids cannot be altered by phone, email or other means. Bidders may withdraw their bid by written request before the scheduled closing time for receipt of bids.
12. No contract shall be signed unless the Authority has accepted all required bonds and insurance certificates.
13. The Eastern Oklahoma County Medical Authority, based on the vendor and the proposal, may require additional provisions before awarding the contract.
14. The successful bidder will be responsible for any work or service performed by any sub-contractors used by the bidder.
15. The Eastern Oklahoma County Medical Authority accepts no responsibility for payment to subcontractors or consultants and the successful Bidder assumes any and all sub-contractual responsibilities within their proposal.

#### **D. BOND AND INSURANCE REQUIREMENTS**

1. **Bid Bond:** Each proposal must be accompanied by a bidder's surety bond, a certified check, or a cashier's check upon any solvent Bank or Trust Company, payable without reserve to the Eastern Oklahoma County Medical Authority, in an amount not less than five percent [5%] of the total amount of the bid. Bid security of the two [2] low bidders will be retained until approval of contract and execution of satisfactory bonds by the successful bidder or until other disposition of the bids are made.
2. **Performance Bond:** A performance bond in the full amount of the contract will be required. The Performance Bond shall be submitted prior to contract signing.

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3. **Workers Compensation Insurance:** Successful bidder shall provide proof of workers compensation insurance in sufficient amounts. This proof must be submitted at time of contract signing and must remain in full force for the duration of the project.
4. **General Liability and Vehicle Liability Insurance:** Successful bidder shall provide proof of public liability and vehicle liability insurance in sufficient amounts. This proof must be submitted at time of contract signing and must remain in force for the duration of the project.

E. Contract Signing and Completion of Work.

1. The successful bidder must enter into a contract with the Authority within sixty [60] days of the award date.
2. After contract signing, the Authority will issue the Contractor a Notice to Proceed. The Contractor will be **required to commence and complete the work within the days noted below unless otherwise agreed to by the Authority and the Contractor in writing.**
  - a. Commence Work: Ten [10] days after the Notice to Proceed date.
  - b. Complete Work: Sixty [60] days after the Notice to Proceed date.
3. This bid document and the Bidder's response shall become part of the contract covering this project.

F. Warranties

1. Successful bidder shall guarantee workmanship with a one [1] year warranty from the date of completion of the contract. This warranty shall commence on the date of acceptance by the Authority.

G. Payment of Invoices

1. All invoices submitted to the Authority for work performed shall be approved by the Authority project coordinators. No invoice shall be paid unless approved.
2. A retainage amount of ten [10%] percent shall be withheld from each pay request. Once the project is fifty [50%] percent complete, the retainage shall be reduced to five percent [5%] of the amount earned to date. If the project only requires one pay request, the lone payment will be made less ten [10%] percent retainage, unless the Authority has approved all work completed as stated in this bid document. If the Authority has approved all aspects of the project, the lone payment shall represent one-hundred [100%] percent of the contract amount.

**BID SPECIFICATIONS – HEALTH CENTER**  
**CARPET REPLACEMENT**

**General Specifications:**

- Remove, dispose and replace approximately 7,993 square feet more or less of all existing carpet throughout the building.
- Replace with commercial quality grade to be approved and acceptable to Saints.
  - minimum 26oz Solution Dyed Nylon.
- Samples of materials shall be provided at the bidder's expense. Samples shall accompany bid for review.
- Copies of Bonding and Insurance shall be provided with bid tabulation sheets.

**Option "A". "Floor tile":**

- Remove, dispose and replace where appropriate all floor tile throughout the building.

Note: \*Any required items not accompanying the bid may cause a bid to be rejected.

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**Bid Submittal Checklist**

**These forms/items are required to be submitted with your bid package. All bids must be submitted by date and time as specified in this document.**

- a. \_\_\_\_\_ Attachment A -Bidder Contact Information
- b. \_\_\_\_\_ Attachment B -Bidder Business References
- c. \_\_\_\_\_ Attachment C –Affidavit of Bidder
- d. \_\_\_\_\_ Attachment D –Bid Amounts
- e. \_\_\_\_\_ Attachment E –Non Collusion Affidavit
- f. \_\_\_\_\_ Bid Bond of 5% as specified in this document
- g. \_\_\_\_\_ Company Information (optional)

**\*\*Bids received without bid bond or references will not be considered\*\***

**Attachment A -Bidder Contact Information**

Bidder Full Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Website: \_\_\_\_\_

State of Incorporation (if applicable): \_\_\_\_\_

**Company Contact Information**

Primary Contact

Name printed: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Alternate Contact

Name printed: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**Attachment B -Bidder Business References**

Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
City / State / Zip: \_\_\_\_\_  
Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
City / State / Zip: \_\_\_\_\_  
Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
City / State / Zip: \_\_\_\_\_  
Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
City / State / Zip: \_\_\_\_\_  
Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
City / State / Zip: \_\_\_\_\_  
Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

**Attachment C -Affidavit of Bidder**

State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_ of lawful age, being first  
duly sworn, on oath says that (s)he is the agent authorized by the bidder to submit  
the attached bid.

\_\_\_\_\_  
(Signature Agent Authorized by Bidder) (Name Printed)

\_\_\_\_\_  
(Complete Legal Name of Bidder)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_ Commission Number: \_\_\_\_\_

\_\_\_\_\_  
Date

**Attachment D -Bid Amounts**

The bidder will furnish labor and materials for the replacement of the Saints Family Health Center East carpet as stated in this document for the sum of:

Total Bid:

\$ \_\_\_\_\_

Option "A":

\$ \_\_\_\_\_

**Attachment E**

**Non Collusion Affidavit**

**Non Collusion Affidavit**

A notarized sworn statement shall be attached to any competitive bid submitted to the Eastern Oklahoma County Medical Authority for goods or services, which shall be in substantially the following form:

EASTERN OKLAHOMA COUNTY MEDICAL AUTHORITY, OKLAHOMA

\_\_\_\_\_, of lawful age, being first duly sworn, on oath says:

1. (S)He is the duly authorized agent of \_\_\_\_\_, the bidder submitting the competitive bid which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and Authority officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the bid to which this statement is attached;
  
2. (S)He is fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such bid; and
  
3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:
  - a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
  - b. to any collusion with any Authority official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
  - c. in any discussions between bidders and any Authority official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

\_\_\_\_\_

(Signature)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_

Notary Public

My commission expires on: \_\_\_\_\_ Commission Number: \_\_\_\_\_

(date) \_\_\_\_\_